

## **Rejection of Claims under 35 U.S.C. § 103(a)**

### **Claim 1**

Claim 1 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,464,381 to Anderson, Jr. et al. (hereinafter *Anderson*) in view of U.S. Patent No. 4,104,555 to Fleming (hereinafter *Fleming*). The Examiner admits that *Anderson* fails to “teach the moldable body to be a polymer.” The Examiner contends that *Fleming* teaches “an electroluminescent lamp 11 integrally molded to a polymer body 18 to define a unitary assembly (Column 2, lines 20-20-31).” The Examiner further contends that it would have been obvious “to specify the moldable material of Anderson Jr. et al. to be a polymer from the teachings of Fleming because polymers are inexpensive, strong, durable, and easily moldable.” Applicants respectfully disagree.

Applicants submit that there is no suggestion or motivation to modify *Anderson* in the suggested manner. *Fleming* fails to disclose that a polymer is an acceptable substitute for fiberglass in a fiberglass automobile interior component with a molded construction. Applicants cannot find any disclosure in *Fleming* that would motivate a person having ordinary skill in the art to substitute a polymer for fiberglass merely because polymers are “inexpensive, strong, durable, and easily moldable,” as suggested by the Examiner. Applicants cannot find any specific disclosure in *Fleming* that polymers are more inexpensive than fiberglass. Applicants cannot find any specific disclosure in *Fleming* that polymers are stronger than fiberglass. Applicants cannot find any specific disclosure in *Fleming* that polymers are more durable than fiberglass. Applicants cannot find any specific disclosure in *Fleming* that polymers are more easily moldable than fiberglass. Applicants cannot find any specific disclosure in *Fleming* that polymers would have material properties that would make polymers interchangeable with the

molded construction including fiberglass disclosed in *Anderson*. Consequently, a person having ordinary skill in the art, possessed with the understandings and knowledge reflected in *Fleming*, would not be motivated to replace fiberglass in *Anderson* with a polymer. For at least this reason, the Examiner has failed to establish *prima facie* obviousness. Therefore, Applicants request that the Examiner withdraw the rejection of claim 1.

*Fleming* discloses a lamp assembly (*see, e.g.*, column 4, line 21) or package (*see, e.g.*, column 4, lines 65-66) that includes a layer of electroluminescent material 11. The metallic layer 12, electrode 13, terminal leads 14, 14A, dessicant 16, primary encapsulant layers 17, polymeric film layers 18, secondary encapsulant layers 19 shown in Fig. 1 are additional components required to fabricate the electroluminescent lamp assembly 10. Hence, the “electroluminescent lamp 11 integrally molded to a polymer body 18” identified by the Examiner on page 2 of the Office Action are actually sub-components of an electroluminescent lamp assembly 10 that itself comprises a unitary structure. Hence, the end product in *Fleming* is a unitary structure that still must somehow be mounted to a vehicle. A person having ordinary skill in the art would consider the lamp assembly 10 to be a packaged product with a molded polymer body. However, *Fleming* fails to teach that the unitary structure can be used as an automotive interior component without additional structure. In fact, *Fleming* teaches that the lamp assembly 10 is attached to the vehicle using, for example, a mounting plate. *See Fleming* at column 11, lines 40-46. Consequently, a person having ordinary skill in the art would not understand from the disclosure in *Fleming* that that polymer is a substitute for fiberglass in a molded construction comprising the entire automotive interior component. Instead, a person having ordinary skill in the art would understand from the disclosure in *Fleming* that the electroluminescent lamp 12 in *Anderson* can have a specific molded polymer construction with

electroluminescent material 11, metallic layer 12, electrode 13, terminal leads 14, 14A, dessicant 16, primary encapsulant layers 17, polymeric film layers 18, and secondary encapsulant layers 19. A person having ordinary skill in the art would not understand from the disclosure in *Fleming* that the electroluminescent lamp 12 and the fiberglass substrate 20 can have such a specific molded polymer construction. For at least this additional reason, the Examiner has failed to establish *prima facie* obviousness. Therefore, Applicants request that the Examiner withdraw the rejection of claim 1.

### **Rejection of Claims Under Obviousness-Type Double Patenting**

Claims 2, 3, and 5-9 stand provisionally rejected under obviousness-type double patenting as being unpatentable over claims 1-5 of co-pending Application No. 10/711,385. Claims 10-12 stand provisionally rejected under obviousness-type double patenting as being unpatentable over claims 9-11 of co-pending Application No. 10/711,463. The '385 application, the '463 application, and the present application are commonly owned by, or subject to an obligation of assignment to, Lear Corporation. Applicants submit herewith a Terminal Disclaimer effective to obviate the obviousness-type double patenting rejection.

### **Conclusion**

Applicants have made a bona fide effort to respond to each and every requirement set forth in the Office Action. In view of the foregoing amendments and remarks, this application is submitted to be in complete condition for allowance and, accordingly, a timely notice of allowance to this effect is earnestly solicited. In the event that any issues remain

outstanding, the Examiner is invited to contact the undersigned to expedite issuance of this application.

Applicants do not believe fees are dues in connection with filing this communication other than the terminal disclaimer fee. If, however, any petition or additional fees are necessary as a result of this communication, the Commissioner is hereby authorized to charge any under-payment or fees associated with this communication or credit any over-payment to Deposit Account No. 23-3000.

Respectfully submitted,  
WOOD, HERRON & EVANS, L.L.P.

/William R. Allen/

William R. Allen

Reg. No. 48,389

2700 Carew Tower  
441 Vine Street  
Cincinnati, Ohio 45202-2917  
513/241-2324 (Voice)